

**AGREEMENT BETWEEN
THE GOVERNMENT OF THE UNITED STATES OF AMERICA
AND
THE GOVERNMENT OF THE PEOPLE'S REPUBLIC OF CHINA**

FOR COOPERATION IN EDUCATIONAL EXCHANGES

The Government of the United States of America and the Government of the People's Republic of China (hereinafter referred to as "the Parties"), recognizing the important role of education in promoting the development of both nations and in increasing understanding between the people of both nations, and on the basis of past cooperation, with a view to further promoting educational exchange and cooperation, agree upon the following:

ARTICLE I - GUIDING PRINCIPLES

- A. The principal objective of this Agreement is to provide opportunities for cooperation and exchange in educational fields based on equality, reciprocity and mutual benefit. Recognizing differences in the societies and systems of the two countries, the Parties will initiate educational exchange activities based on their own as well as mutual interests. The host country will support and assist in the implementation of these educational exchange activities in accordance with its laws and regulations.
- B. The Parties will undertake measures to enhance educational exchange activities. Scholarly data and information derived from activities under this Agreement may be made available to the world scholarly community through customary channels in accordance with the normal procedures that participating institutions and individuals would follow in their own countries.
- C. Receiving institutions of each country will have final approval of students and scholars applying from the other country. The Parties, however, will use their best efforts to assure the fulfillment of the principles of this Agreement.
- D. The Parties further agree that the principles of this Agreement will be the basis for all official educational exchanges and cooperation on educational matters between the Parties. While recognizing the independence of the non-official arrangements described in Article VI of this Agreement, the Parties agree that these principles should also be extended, to the degree possible, to the full range of educational exchange activities between the two countries.
- E. The Parties will agree regarding specific programs, including the *Fulbright Program and Chinese government scholarships for U.S. students*, through regular meetings of the executive agents, as outlined in Article X on at least an annual basis. Recognizing that one of the defining principles of the Fulbright Program has been, since the Program's inception, *open, merit-based competition*, the Parties agree to explore ways in which the Program for China can more fully embody this principle.

ARTICLE II - EXCHANGES OF INDIVIDUALS

The Parties agree that exchanges of individuals will include, but will not be limited to, the following categories:

1. *Research Scholars* Each Party may select and sponsor scholars from its own country to engage in research in the other country. In addition, each Party may select and sponsor scholars from the other country to engage in research in its own country. Scholars may be placed in association with education, research or other institutions relevant to the accomplishment of research objectives or may, with the approval of the host government, engage in independent research. Research fields will include, but will not be limited to, the humanities, the social sciences, education, the natural sciences, and the technological sciences.
2. *Graduate Students* Each Party may select and sponsor qualified graduates of institutions of higher learning or equivalent institutions of its own country to pursue degree or non-degree graduate programs of study and research in the other country. In addition, each Party may select and sponsor qualified graduates of institutions of higher learning or equivalent institutions from the other country to pursue degree or non-degree graduate programs of study and research in its own country. Fields of study will include, but will not be limited to, the humanities, the social sciences, education, the natural sciences, and the technological sciences.
3. *Teachers and Lecturers* The Parties agree to encourage and sponsor teachers, lecturers, professors, and other qualified people of the institutions of higher learning of their respective countries to teach or to give a series of lectures in the other country. Fields of teaching and lecturing will include, but will not be limited to, the humanities, the social sciences, education, the natural sciences, and the technological sciences.
4. *School Exchanges* The Parties agree to encourage and sponsor the exchange of teachers, administrators and students from their respective countries for short-term and long-term programs in the other country.

ARTICLE III - LANGUAGE TEACHING

The Parties agree to encourage the teaching and study of Chinese in the United States and English in the People's Republic of China, and provide assistance where circumstances permit.

ARTICLE IV - DELEGATIONS AND STUDY GROUPS

The Parties agree to the mutual exchange of delegations and study groups in various educational fields, which may include participation in joint meetings such as conferences and symposia in areas of mutual interest to the Parties.

ARTICLE V - EXCHANGE OF MATERIALS AND DATA

The Parties agree to encourage and facilitate the exchange of scholarly and other educational materials and data on education between educational and research institutions, and individuals, of both countries. Materials may include books, periodicals, monographs and audio-visual materials.

ARTICLE VI - DIRECT EXCHANGES AND COOPERATION

The Parties agree to continue to encourage and promote direct educational exchanges and cooperation between educational organizations, universities, colleges, schools, research institutions and individuals of their respective countries. Each Party will facilitate these exchanges in accordance with its relevant laws and regulations.

ARTICLE VII - FINANCIAL PROVISIONS

A. The Parties agree that the necessary expenses for activities conducted under Articles II, IV and V of this Agreement, unless as stated in B or C, below, will be based on the principle that the sending side pays the costs related to its participants.

B. As mutually agreed upon by the Parties and the participating institutions, the Parties and the participating institutions will share the costs of the Fulbright Program. The Parties agree in principle that because the program was founded on the basic principle of being mutually beneficial, the Fulbright program in China will work toward parity in support and reciprocity in administration.

C. With respect to short-term seminars of the Fulbright-Hays Program administered by the U.S. Department of Education, the Parties and the participating institutions will share costs as mutually agreed upon. For these exchanges, the following arrangement will apply:

1. The sending side will be responsible for the round-trip international travel expenses of each delegation or group; and
2. The receiving side will be responsible for the expenses of board and lodging, and transportation, when the delegation or group is in its country.

D. With respect to other Fulbright-Hays Programs administered by the U.S. Department of Education, paragraph A of this Article will apply.

E. The participating institutions will determine the financial provisions for direct exchanges and cooperation under Article VI of this Agreement.

F. Any exception to these Financial Provisions will be determined by written agreement between the Parties.

ARTICLE VIII - FACILITATION OF PRIVATE STUDY IN THE OTHER COUNTRY

A. The Parties agree to encourage dissemination of accurate information about study at secondary and post-secondary levels in their respective countries and will encourage access to such information through all public channels of communication.

B. The Parties agree to encourage the recognition of credentials and academic credits from accredited institutions in the other country and to promote examination of issues of degree equivalency.

ARTICLE IX - LAWS AND REGULATIONS

The obligations of the Parties and any activities under this Agreement will be carried out in accordance with the applicable laws and regulations of each country, including those concerning the availability of funds.

ARTICLE X - EXECUTIVE AGENTS

A. The Executive Agent of this Agreement for the Government of the United States of America will be the United States Department of State. The Executive Agent of this Agreement for the Government of the People's Republic of China will be the Ministry of Education of the People's Republic of China.

B. As agreed upon by the Executive Agents of the Parties, the representatives of relevant agencies or organizations in both countries will exchange visits in order to determine plans and programs of educational exchange and discuss current progress, problems and other matters related to educational exchange projects. These meetings may be held in the United States of America or in the People's Republic of China, as agreed.

ARTICLE XI- ENTRY INTO FORCE

A. This Agreement shall enter into force upon signature for a period of four years. Either Party may notify the other Party of its intent to terminate this Agreement by giving written notice through diplomatic channels six months in advance of the termination.

B. This Agreement may be amended or extended by written agreement between the Parties.

IN WITNESS WHEREOF, the undersigned, being duly authorized by their respective Governments, have signed the present Agreement.

DONE at Washington, in duplicate, this twentieth day of April, 2006,
in the Chinese and English languages, each text being equally
authentic.

**FOR THE GOVERNMENT OF THE
UNITED STATES OF AMERICA:**

Karen G Hughes

**FOR THE GOVERNMENT OF THE
PEOPLE'S REPUBLIC OF CHINA:**

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